

Instrument prepared by:

VIRGINIA GAS AND OIL BOARD

Order recorded under:

**CODE OF VIRGINIA
§ 45.1-361.26****VIRGINIA:****BEFORE THE GAS AND OIL BOARD****APPLICANTS:**

Equitable Production Company on behalf of
Clara R Smith, William and Barbara Smith;
Wilda Smith; and Margaret Peacock and
Range Resources – Pine Mountain, Inc.

DOCKET NO.**01-1016-0968-02****RELIEF SOUGHT:**

Issuance: A Supplemental Order for Disbursement of Escrowed Funds
Action: Amending Prior Orders Affecting Drilling in a portion of **Tract 4**
(Referenced herein as "the Subject Drilling Unit")
Location: Dickenson County, Virginia

Action Details:

- (1) To provide a calculation of funds, Unit Operator has deposited into the Escrow Account for Drilling Unit **VC-504637** by Tract Subaccounts;
- (2) To provide each applicant, in simple terms, a complete month over month Royalty Accounting of unit production, costs, taxes and proceeds, depicting variables used in the calculation of royalty payments to the unit escrow account.
- (3) To disburse unit funds to the Applicants, in accordance with their Unit Ownership Interests relative to those funds deposited by the Unit Operator into Subject Drilling Unit's Escrow Subaccount for **VGOB Tract(s) identified in Table 1.**

REPORT OF THE BOARD**FINDINGS AND ORDER**

1. **Hearing Date and Place:** This matter came on for final hearing before the Virginia Gas and Oil Board (herein "Board") at 9:00 a.m. on January 15, 2008 at the Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College, Abingdon, VA.
2. **Appearances:** James E. Kaiser, Esq. appeared for the Unit Operator; and Sharon M.B. Pigeon, Assistant Attorney General, was present to advise the Board.
3. **Jurisdiction and Notice:** Pursuant to Va. Code §§ 45.1-361.1 *et seq.*, and in particular Va. Code §§ 45.1-361.21 and 45.1-361.22, the Board finds that it has jurisdiction over the establishment and maintenance of an escrow account, with tract subaccounts, for each of the coalbed methane gas drilling units established by the Board through its field rules that are subject to a Board pooling order. Further, the Unit Operator is required to deposit, as applicable, those funds specified in Va. Code § 45.1-361.21.D., 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4 into the applicable escrow tract subaccounts. The Board finds that: (1) while it **does not** have jurisdiction to resolve conflicting claims to the ownership of the Coalbed Methane Gas produced by the Unit Operator from wells located on Subject Drilling Unit, and (2) while it **does not** have jurisdiction to interpret agreements by and between the Gas owners/claimants and/or the Unit Operators or to abridge or contravene the provisions of such agreements, (3) pursuant to Va. Code § 45.1-361.22.A.5, **the Board does have jurisdiction and authority to disburse funds from the Escrow Account** provided the Board has been provided with a final decision of a court of competent jurisdiction adjudicating the ownership of coalbed methane gas as between the conflicting claimants or an agreement among all claimants owning conflicting estates in the tracts in question or any undivided interest therein.

4. **Prior Proceedings:**

- 4.1. (a) On November 19, 2001, the Board executed its order pooling interests in the Subject Drilling Unit for the production of occluded natural gas produced from coalbeds and rock strata associated therewith (herein "Gas") in accordance with the provisions of Va. Code SS 45.1-361.21 and 45.1-361.22 (herein "Pooling Order"). The Pooling Order was filed with the Clerk of the Circuit Court of Dickenson County on November 29, 2001, Instrument Number 010002298. The Board executed its Supplemental Order Regarding Elections that was filed with the Clerk on March 8, 2002, Instrument Number 020000488 (hereafter all orders are collectively referred to as the "Pooling Orders").
- 4.2 To the extent claims to the Gas were in conflict, pursuant to Va. Code S 45.1-361-22 payments attributable to said conflicting claims were ordered deposited by the Unit Operator into the escrow account established by the Pooling Orders (herein "Escrow Account"). According to the Pooling Orders and testimony, the coal estate ownership interests of Range Resources – Pine Mountain, Inc; and the gas ownership interests of the afore mentioned applicants in the tract known as 4 in the Subject Drilling Unit were in conflict and became subject to the escrow requirements of the Pooling Order.
- 4.3 The Unit Operator's Miscellaneous Petition regarding Tract 4, a copy of which is attached to and made a part hereof, states under oath that Range Resource – Pine Mountain, Inc. and the Applicants have entered into agreements with regard to Tract 4 and that by the terms of the agreements, Range Resource – Pine Mountain, Inc. have entered into split agreements regarding this Tract and escrow regarding these individuals conflicting claims detailed herein, is no longer required.
- 4.4 The Unit Operator gave notice to Range Resource – Pine Mountain, Inc. and the applicants that the Board would consider its disbursement authorization at its hearing on January 15, 2008 and consider whether to: (1) amend the Pooling Order to provide for the disbursement a portion of funds on deposit in the Escrow Account attributable to Tract 4 as identified in the attached miscellaneous petition (2) delete the requirement that the Unit Operator place future royalties attributable to a portion of said Tract 4 and the interests of Applicants identified in the miscellaneous petition in the Escrow Account, and (3) continue the escrow account under this docket number because there are other parties under this order subject to continued payments in the escrow.
- 4.5 The Unit Operator filed the attached accounting for Subject Drilling Unit's Escrow Account with the Board ("Accounting").

5. **Findings:**

5.1. Va. Code 45.1-361.22.5 provides:

The Board shall order payment of principal and accrued interests, less escrow account fees, from the escrow account to conflicting claimants within thirty days of receipt of notification of (i) a final decision of a court of competent jurisdiction adjudicating the ownership of coalbed methane gas as between them or (ii) an agreement among all claimants owning conflicting estates in the tracts in question or any undivided interest therein. The amount to be paid to the conflicting claimants shall be determined based on the percentage of ownership interest of the conflicting claimants as shown in the operator's supplemental filing made part of the pooling order that established the escrow account, the operator's records of deposits attributable to those tracts for which funds are being requested, and the records of the escrow account for the coalbed methane gas drilling unit. The interests of any cotenants who have not entered into an agreement shall remain in the escrow account.

5.2 Applicant has certified and represented to the Board that:

- (1) Range Resources – Pine Mountain, Inc. and applicants Clara R Smith; William and Barbara Smith; Wilda Smith; and Margaret Peacock respectively, are the owners of the coal estate and gas acreage estate underlying VGOB Tract 4 of the Subject Drilling Unit;

(2) Net interests attributable and to be disbursed to Applicants are shown in Table 1,

VGOB Approved Disbursement

VGOB-01-1016-0968-02 (Note: -01 was recended)

TABLE 1

		Acreage Interest Disbursed	Split Agreement	Escrowed Acres Total	% of Escrowed Funds
Tract 4					
Disbursement Table					
Totals		2.53		37.50	
1 Margaret Peacock, 2410 South 300 E, Anderson, IN 46017		0.6317	75.0%	0.474	1.26%
Range Resources-Pine Mountain, Inc., P. O. Box 2136, Abingdon, VA 24212		0.6317	25.0%	0.158	0.42%
2 William E. and Barbara Smith, 2034 Chelsea Lane, Traverse City, MI 49684		0.6317	75.0%	0.474	1.26%
Range Resources-Pine Mountain, Inc., P. O. Box 2136, Abingdon, VA 24212		0.6317	25.0%	0.158	0.42%
3 Wilda Ann Smith, 1194 Stonewood CT. San Pedro California 90732		0.6317	75.0%	0.474	1.26%
Range Resources-Pine Mountain, Inc., P. O. Box 2136, Abingdon, VA 24212		0.6317	25.0%	0.158	0.42%
4 Clara R. Smith, 7905 Sequoia Drive, Roanoke, Virginia 24019		0.6317	75.0%	0.474	1.26%
Range Resources-Pine Mountain, Inc., P. O. Box 2136, Abingdon, VA 24212		0.6317	25.0%	0.158	0.42%

6. Relief Granted:

For the reasons set forth in Paragraph 4 and 5 above, and based upon the Accounting and Table 1 above, the Escrow Agent is ordered to, within 10 days of receipt of this executed order to disburse funds for the unit and applicants detailed in Table 1 above.

Exhibit E to the Pooling Order, showing owners subject to escrow, is deleted and replaced with the Exhibit E attached to this order. Further, the Supplemental Order filed in this cause is hereby modified to delete the requirement that payments attributable to the conflicting coalbed methane gas ownership interests of those applicants indicated in Table 1 be deposited by the Unit Operator into the Escrow Account, and, because there are other owners subject to escrow under the Supplemental Order, the Escrow Agent is directed to continue the Escrow Account for Subject Drilling Unit. To the extent not specifically granted herein, any other or further relief is denied.

7. Conclusion:


Therefore, the requested relief and all terms and provisions set forth above in Paragraph 6 above be and hereby are granted and **IT IS SO ORDERED.**

8. Appeals:

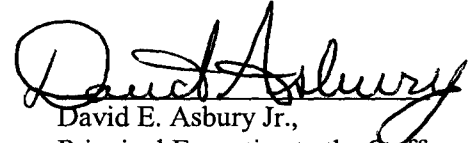
Appeals of this Order are governed by the provisions of Va. Code § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court and that whenever a coal owner, coal operator, gas owner, gas operator, or operator of a gas storage field certificated by the State Corporation Commission is a party in such action, the court shall hear such appeal de novo.

9. **Effective Date:** This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 12th day of January, 2009, by a majority of the Virginia Gas and Oil Board.



Bradley C. Lambert, Chairman

DONE AND PERFORMED this 12th day of January, 2009, by an Order of this Board.


David E. Asbury Jr.,
Principal Executive to the Staff
Virginia Gas and Oil Board

**COMMONWEALTH OF VIRGINIA)
COUNTY OF WASHINGTON**

Acknowledged on this 12th day of January, 2009, personally before me a notary public in and for the Commonwealth of Virginia, appeared **Bradley C. Lambert**, being duly sworn did depose and say that he is the Chairman of the Virginia Gas and Oil Board and **David E. Asbury Jr.**, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.


Diane J. Davis
Notary Public #174394

My commission expires: 09 / 30 / 2009



VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANTS: Equitable Production Company on behalf of Barbara Smith; Margaret Peacock, Wilda A. Smith and Range Resources-Pine Mountain Inc.

DOCKET NUMBER: VGOB 01/10/16-0968-~~01~~ 02

RELIEF SOUGHT: Supplemental Order for Disbursement of Escrowed Funds on behalf of Barabara Smith; Margaret Peacock, Wilda A. Smith and Range Resources-Pine Mountain Inc.

LEGAL DESCRIPTIONS: Drilling Unit Number VC-504637 created by Board Order Dated November 28, 2001 VGOB 01/10/16-0968 in Buchanan County, Virginia.

HEARING DATE: January 15, 2008

MISCELLANEOUS PETITION

1. Party: Applicants herein are: **Barbara Smith**, (hereinafter "Plaintiffs), whose address 2034 Chelsea Lane, Traverse City, MI 49684; **Margaret Peacock**, (hereinafter "Plaintiffs), whose address 2410 South East, Anderson, IN 46011; **Wilda A. Smith**, (hereinafter "Plaintiffs), whose address 1194 Stonewood Court, San Pedro, CA 90731 and **Range Resources - Pine Mountain Oil & Gas Inc.** (hereinafter "Plaintiffs), whose address is: 406 West Main Street, P.O. Box 2136, Abingdon, VA 24212.

2. Facts:

- a. Equitable was designated as the Operator and Applicants interests were Pooled in the VC-504637 Unit by Order of the Virginia Gas and Oil Board (hereinafter "Board") executed on November 28, 2001, pursuant to Docket No. VGOB 01/10/16/0968 and recorded in the Circuit Court Clerk's Office Dickenson County, Virginia on November 29, 2001, Deed Book 370, Page 554 (hereinafter "Order").
- b. The Order and Supplemental Order required the Escrow Agent named and appointed therein to establish an interest-bearing escrow account for funds pertaining to the above-referenced Unit and subject to escrow pursuant to the terms of the Order.
- c. The Order and Supplemental Order further required the Operator to deposit bonus and royalty payments with the Escrow agent which could not me made because the person(s) entitled hereto could not be made certain due to conflicting claims of ownership.
- d. Pine Mountain Oil and Gas, Inc. was a conflicting claimant with the above-listed Plaintiffs with regard to Tract 4, as created by Board Order as VGOB 01/10/16-0968 is the applicable Tract.

Docket No. VGOB 97/1021-0611

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- e. To resolve this conflict, a Letter dated June 4, 2007 signed by Phil Horn, an officer of Pine Mountain Oil and Gas, Inc. and a Letter dated August 13, 2007 signed by Ann Edminsten, Land Technician of Pine Mountain Oil and Gas, Inc., is attached hereto and incorporated herein as Exhibit "A".
- f. The amounts deposited with the Escrow Agent regarding the Unit need to be determined and distributed accordingly.
- g. Any escrow amount, not yet deposited into the escrow account, held by Operator should also be determined, and distributed to Applicants/Plaintiffs herein, accordingly.
- h. Applicants/Plaintiffs herein do hereby request that the Board enter amended supplemental order for the Unit directing the Escrow Agent and the Operator to disburse to the aforesaid Plaintiff the funds attributable to the previous conflicting claim with Pine Mountain, held in escrow for the VGOB number as listed above.
 1. The Applicants certify that the matters set forth in the application, to the best of their knowledge, information, and belief, are true and correct and that the form and content of the Application and conform to the requirements of relevant Board regulations and orders.
 2. Legal Authority: Va. Code Ann. §45.1-361.1 et seq., 4 VAC 25-160, and such other regulations and Board orders promulgated pursuant to law.
 3. Relief Sought: Applicants request that the Board issue amended supplement order amending all prior orders affecting the Unit which amended supplement order will provide as follows:
 - a. Determining the amount of funds attributable to the Applicants/Plaintiffs herein.
 - b. Directing the Escrow Agent to determine the amount of funds attributable to Applicants/Plaintiffs herein, provide an accounting hereof, and disburse the funds on deposit with the Escrow Agent, including any applicable interest, pertaining to the interest in the Unit shown above for distribution.
 - c. Directing the Operator to determine the amount of funds attributable to the Applicants/Plaintiffs herein, provide an accounting thereof, and disburse the units in its hands, if any, subject to escrow but not then on deposit with the Escrow Agent, including any applicable interest, at the time of the Supplemental Order requested therein is executed, attributable to the Applicants/Plaintiffs herein for distribution.
 - d. Directing the Operator to disburse the funds, including any applicable interest, and provide an accounting thereof, which it may receive after the date of the execution of the amended supplemental order requested in the Application, if any, attributable to the Applicants/Plaintiff herein, and to discontinue the payment of such funds into Escrow.
 - e. Granting such other relief as is merited by the evidence and is just and equitable whether or not such relief has been specifically requested herein.

Docket Number VGOB 97/1021-0611

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Dated this 14th day of December, 2007.

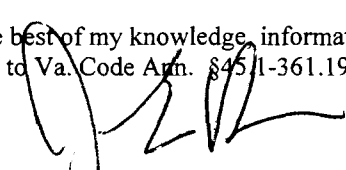
By: 

Petitioner

Address: Wilhoit & Kaiser
220 Broad Street
Kingsport, TN 37660

CERTIFICATE

The foregoing application to the best of my knowledge, information and belief is true and correct. Notice was given pursuant to Va. Code Ann. §45-1-361.19.


Petitioner

Docket Number VGOB 97/1021-0611

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANTS: Equitable Production Company on behalf of Clara R. Smith,
Executrix of the Estate of James O. Smith

DOCKET NUMBER: VGOB 01/10/16-0968-01

RELIEF SOUGHT: Supplemental Order for Disbursement of Escrowed
Funds on behalf of James O. Smith and Clara Smith

LEGAL DESCRIPTIONS: Drilling Unit Number 504637 created by Board
Order Dated November 28, 2001 VGOB 01/10/16-0968 in
Dickenson County, Virginia.

HEARING DATE: July 17, 2007

MISCELLANEOUS PETITION

1. Party: Applicants herein are Clara R. Smith, Executrix of the Estate of James O. Smith ,
(hereinafter "Plaintiffs), whose address 241 Springbeauty Street NW, Roanoke, VA 24012.
2. Facts:
 - a. Equitable was designated as the Operator and Applicants interests were Pooled in the 504637
Unit by Order of the Virginia Gas and Oil Board (hereinafter "Board") executed on
November 28, 2001, pursuant to Docket No. VGOB 01/10/16-0968 and recorded in the
Circuit Court Clerk's Office Russell County, Virginia on November 29, 2001, Deed Book
370, Page 554 (hereinafter "Order").
 - b. The order and Supplemental Order required the Escrow Agent named and appointed therein
to establish an interest-bearing escrow account for funds pertaining to the above-referenced
Unit and subject to escrow pursuant to the terms of the Order.
 - c. The Order and Supplemental Order further required the Operator to deposit bonus and royalty
payments with the Escrow agent which could not be made because the person(s) entitled
hereto could not be made certain due to conflicting claims of ownership.
 - d. Pine Mountain Oil and Gas, Inc. was a conflicting claimant with the above-listed Plaintiffs
with regard to Tract 4, as created by Board Order as VGOB 01/10/16-0968 is the applicable
Tract.
 - e. To resolve this conflict, a Letter dated February 22, 2007 signed by Phil Horn, District
Landman of Pine Mountain Oil and Gas, Inc. is attached hereto and incorporated herein as
Exhibit "A".
 - f. The amounts deposited with the Escrow Agent regarding the Unit need to be determined and
distributed accordingly.

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- g. Any escrow amount, not yet deposited into the escrow account, held by Operator should also be determined, and distributed to Applicants/Plaintiffs herein, accordingly.
- h. Equitable Production Company on behalf of Clara Smith hereby request that the Board enter amended supplemental order for the Unit directing the Escrow Agent and the Operator to disburse to the aforesaid Plaintiff the funds attributable to the previous conflicting claim with Pine Mountain, held in escrow for the VGOB number as listed above.
 - 1. The Applicants certify that the matters set forth in the application, to the best of their knowledge, information, and belief, are true and correct and that the form and content of the Application and conform to the requirements of relevant Board regulations and orders.
 - 2. Legal Authority: Va. Code Ann. §45.1-361.1 et seq., 4 VAC 25-160, and such other regulations and Board orders promulgated pursuant to law.
 - 3. Relief Sought: Applicants request that the Board issue amended supplement order amending all prior orders affecting the Unit which amended supplement order will provide as follows:
 - a. Determining the amount of funds attributable to the Applicants/Plaintiffs herein.
 - b. Directing the Escrow Agent to determine the amount of funds attributable to Applicants/Plaintiffs herein, provide an accounting hereof, and disburse the funds on deposit with the Escrow Agent, including any applicable interest, pertaining to the interest in the Unit shown above for distribution.
 - c. Directing the Operator to determine the amount of funds attributable to the Applicants/Plaintiffs herein, provide an accounting thereof, and disburse the units in its hands, if any, subject to escrow but not then on deposit with the Escrow Agent, including any applicable interest, at the time of the Supplemental Order requested therein is executed, attributable to the Applicants/Plaintiffs herein for distribution.
 - d. Directing the Operator to disburse the funds, including any applicable interest, and provide an accounting thereof, which it may receive after the date of the execution of the amended supplemental order requested in the Application, if any, attributable to the Applicants/Plaintiff herein, and to discontinue the payment of such funds into Escrow.
 - e. Granting such other relief as is merited by the evidence and is just and equitable whether or not such relief has been specifically requested herein.

Dated this 15th day of June, 2007.

By: 

Petitioner

Address: 220 Broad Street, Suite 202
Kingsport, TN 37660

*P. Horn***PINE MOUNTAIN
Oil and Gas, Inc.**

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



July 16, 2007

Ms. Nikki Atkison
EQUITABLE PRODUCTION COMPANY
225 North Shore Drive
Pittsburgh, PA 15212

RE: Permanent Split of Royalty
VC-504637 and any future CBM Wells
James O. Smith et al 4-Acre Lease
Dickenson County, Virginia

Dear Ms. Atkison:

I enclose a copy of a letter dated June 4, 2007, between Pine Mountain Oil and Gas, Inc., and Wilda A. Smith, wherein the parties have agreed to a 75%/25% permanent split of escrowed royalty and all future royalty from the above well and any other CBM wells that include a portion of the 4-acre lease. Please release the escrowed royalty to Wilda A. Smith and Pine Mountain Oil and Gas, Inc., and begin making all future payments to the parties pursuant to their agreement.

By copy of this letter, I am notifying Wilda A. Smith of Pine Mountain's action on this matter. If you have any questions or comments, please do not hesitate to contact me by phone at (276) 619-2583 or by e-mail at phorn@gl-energy.com.

Sincerely,

PINE MOUNTAIN OIL & GAS, INC.

Phil Horn

Phil Horn
District Landman

Enclosure

cc: Wilda A. Smith

*Bcc: DeLanthier -
Wanda (original)*

PINE MOUNTAIN Oil and Gas, Inc.

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



June 4, 2007

Wilda A. Smith
1194 Stonewood Court
San Pedro, CA 90731

Re: Permanent Split of CBM Royalty
VC-504637 Well
Dickenson County, Virginia

Dear Mrs. Smith:

As you are aware, Equitable Production Company ("EPC"), has drilled the referenced coalbed methane gas wells on a tracts of land (the "Property" or "Subject Tract") in which Pine Mountain Oil and Gas, Inc. ("PMOG") owns the coalbed methane gas through its deed from the former coal owner underlying the Property and you own an undivided interest in the gas. The above has created conflicting claims as to the ownership of the coalbed methane gas on the Subject Tract between ("PMOG"), as the owner of the coalbed methane gas through its deed from the former coal owner, and you, as the owner of an undivided interest in the gas. Plats indicating the location of the wells within the operating units are enclosed for your reference.

Due to our conflicting interests in the Subject Tract, EPC, as operator of the unit, has placed all royalty proceeds attributable to our conflicting interests into an escrow account. These royalty proceeds will remain in the escrow account until either a final legal determination of our conflicting claims to the coalbed methane gas is made or we reach an agreement on the division of the royalty proceeds. The most economical and expedient way to secure a release of the escrowed funds is for us to enter into an agreement which sets forth how the funds are to be distributed. Accordingly, in order to avoid the expense and time required to resolve the ownership question through the courts, PMOG proposes resolving this matter by the agreement described below. Such an agreement will allow us to request distribution of the proceeds presently held in the escrow account and direct payment of all future proceeds.

PMOG proposes that you receive disbursement of 75% of the proceeds held in the escrow account on the above-mentioned wells and that PMOG receive disbursement of 25% of the proceeds held in the escrow account on the above-mentioned wells. PMOG proposes the same percentage division for all future production payments which may accrue to our conflicting interests from the above-mentioned wells. PMOG will, at its sole expense, pursue the administrative process required to secure release of the proceeds held in the escrow account and will absorb all future costs of administering this letter agreement. None of these expenses and costs will be deducted from your 75% of the royalty proceeds. It is also agreed that the royalty from any future coalbed methane gas

June 4, 2007

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wells drilled upon the subject tract or upon other lands in which the subject tract is pooled therewith will be permanently split in the same 75%/25% proportion.

If this division of proceeds is agreeable with you, PMOG will diligently pursue the administrative processes required to secure release of the proceeds in the escrow account to you and PMOG. You will be provided with copies of the correspondence to EPC, requesting distribution of the escrowed funds as well as the directive to EPC to pay all future royalties and other benefits attributable to our conflicting interests in the same 75% / 25% proportion.

This letter agreement effects a permanent division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned wells and future wells which is binding upon you, your heirs and assigns and PMOG and its successors and assigns. By entering into this agreement, the parties agree to refrain from making any claim or bringing any suit against the other party attacking the other party's coalbed methane interests set forth in this letter agreement. It is expressly agreed by the parties hereto that the division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well shall remain subject to this letter agreement, regardless of any subsequent judicial determination of ownership of coalbed methane in the Commonwealth of Virginia. Provided, however, nothing contained in this letter agreement shall change or alter the parties' common law rights and liabilities or the legal title to their respective coal and gas estates.

By entering into this letter agreement, you confirm that you are the current record title owner of an undivided interest in the gas estate underlying the tract attributed to James O. Smith, et al. on the enclosed plats. If you are not the current gas owner, please notify us immediately.

By accepting the terms and conditions of this letter agreement, you are directing EPC to disburse royalties in accordance with this agreement. It is understood and agreed that no other terms or conditions of your lease with EPC are affected by this letter agreement.

Please evidence your agreement to these terms by signing this letter agreement on the line indicated below and returning this letter agreement to PMOG in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to call me at 276-619-2583.

Sincerely,

PINE MOUNTAIN OIL AND GAS, INC.

Phil Horn

Phil Horn
District Landman

Enclosures

June 4, 2007

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AGREED TO AND ACCEPTED BY

BY: Wilda A. Smith
WILDA A. SMITH

PINE MOUNTAIN OIL AND GAS, INC.

BY: Phil Horn
PHIL HORN
DISTRICT LANDMAN

STATE OF California

COUNTY OF Keen, to-wit:

I, Henry J. Lawton, a Notary Public in and for the State and County aforesaid, do hereby certify Wilda A. Smith, whose name is signed to the writing hereto annexed, have this day acknowledged the same before me, in said County and State.

Given under my hand and notarial seal this the 6 day of July, 2007.

My commission expires Feb 3, 2009

Henry J. Lawton
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON, to-wit:

I, Aaron A. Anderson, a Notary Public in and for the State and County aforesaid, do hereby certify that Phil Horn, District Landman for Pine Mountain Oil and Gas, Inc., whose name as such is signed to the writing hereto annexed, bearing date the 4th day of June, 2007, has this day, before me, in my said County acknowledged the said writing on behalf of said corporation.

Given under my hand and notarial seal this the 4th day of June, 2007.

My commission expires 3/31/2011.

Aaron A. Anderson
Notary Public



PINE MOUNTAIN
Oil and Gas, Inc.

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



August 13, 2007

Ms. Nikki Atkison
EQUITABLE PRODUCTION COMPANY
225 North Shore Drive
Pittsburgh, PA 15212

RE: Permanent Split of Royalty
VC-504637 and any future CBM Wells
James O. Smith et al 4 Acre Lease
Dickenson County, Virginia

Dear Ms. Atkison:

I enclose a copy of a letter dated June 4, 2007, between Pine Mountain Oil and Gas, Inc., and Margaret Peacock, wherein the parties have agreed to a 75%/25% permanent split of escrowed royalty and all future royalty from the above well and any other CBM wells that include a portion of the James O. Smith et al 4 acre lease. Please release the escrowed royalty to Margaret Peacock and Pine Mountain Oil and Gas, Inc., and begin making all future payments to the parties pursuant to their agreement.

By copy of this letter, I am notifying Margaret Peacock of Pine Mountain's action on this matter. If you have any questions or comments, please do not hesitate to contact me by phone at (276) 619-2644 or by e-mail at aedmisten@gl-energy.com.

Sincerely,

PINE MOUNTAIN OIL & GAS, INC.

Ann Edmisten, CLAS
Land Technician

Enclosure

cc: Margaret Peacock
Wanda (PMOG) w/original enclosure
D. Louthian (PMOG) w/enclosure
✓ P. Horn (PMOG) w/enclosure

PINE MOUNTAIN
Oil and Gas, Inc.

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



June 4, 2007

Margaret Peacock
2410 South 300 East
Anderson, IN 46011

Re: Permanent Split of CBM Royalty
VC-504637 Well
Dickenson County, Virginia

Dear Mrs. Peacock:

As you are aware, Equitable Production Company ("EPC"), has drilled the referenced coalbed methane gas wells on a tracts of land (the "Property" or "Subject Tract") in which Pine Mountain Oil and Gas, Inc. ("PMOG") owns the coalbed methane gas through its deed from the former coal owner underlying the Property and you own an undivided interest in the gas. The above has created conflicting claims as to the ownership of the coalbed methane gas on the Subject Tract between ("PMOG"), as the owner of the coalbed methane gas through its deed from the former coal owner, and you, as the owner of an undivided interest in the gas. Plats indicating the location of the wells within the operating units are enclosed for your reference.

~~Due to our conflicting interests in the Subject Tract, EPC, as operator of the unit, has placed~~
all royalty proceeds attributable to our conflicting interests into an escrow account. These royalty proceeds will remain in the escrow account until either a final legal determination of our conflicting claims to the coalbed methane gas is made or we reach an agreement on the division of the royalty proceeds. ~~The most economical and expedient way to secure a release of the escrowed funds is for~~
us to enter into an agreement which sets forth how the funds are to be distributed. Accordingly, in order to avoid the expense and time required to resolve the ownership question through the courts, PMOG proposes resolving this matter by the agreement described below. Such an agreement will allow us to request distribution of the proceeds presently held in the escrow account and direct payment of all future proceeds.

PMOG proposes that you receive disbursement of 75% of the proceeds held in the escrow account on the above-mentioned wells and that PMOG receive disbursement of 25% of the proceeds held in the escrow account on the above-mentioned wells. PMOG proposes the same percentage division for all future production payments which may accrue to our conflicting interests from the above-mentioned wells. PMOG will, at its sole expense, pursue the administrative process required to secure release of the proceeds held in the escrow account and will absorb all future costs of administering this letter agreement. None of these expenses and costs will be deducted from your 75% of the royalty proceeds. It is also agreed that the royalty from any future coalbed methane gas

June 4, 2007

Page 2 of 3

wells drilled upon the subject tract or upon other lands in which the subject tract is pooled therewith will be permanently split in the same 75%/25% proportion.

If this division of proceeds is agreeable with you, PMOG will diligently pursue the administrative processes required to secure release of the proceeds in the escrow account to you and PMOG. You will be provided with copies of the correspondence to EPC, requesting distribution of the escrowed funds as well as the directive to EPC to pay all future royalties and other benefits attributable to our conflicting interests in the same 75% / 25% proportion.

This letter agreement effects a permanent division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned wells and future wells which is binding upon you, your heirs and assigns and PMOG and its successors and assigns. By entering into this agreement, the parties agree to refrain from making any claim or bringing any suit against the other party attacking the other party's coalbed methane interests set forth in this letter agreement. It is expressly agreed by the parties hereto that the division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well shall remain subject to this letter agreement, regardless of any subsequent judicial determination of ownership of coalbed methane in the Commonwealth of Virginia. Provided, however, nothing contained in this letter agreement shall change or alter the parties' common law rights and liabilities or the legal title to their respective coal and gas estates.

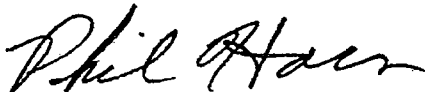
By entering into this letter agreement, you confirm that you are the current record title owner of an undivided interest in the gas estate underlying the tract attributed to James O. Smith, et al. on the enclosed plats. If you are not the current gas owner, please notify us immediately.

By accepting the terms and conditions of this letter agreement, you are directing EPC to disburse royalties in accordance with this agreement. It is understood and agreed that no other terms or conditions of your lease with EPC are affected by this letter agreement.

Please evidence your agreement to these terms by signing this letter agreement on the line indicated below and returning this letter agreement to PMOG in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to call me at 276-619-2583.

Sincerely,

PINE MOUNTAIN OIL AND GAS, INC.



Phil Horn
District Landman

Enclosures

June 4, 2007

Page 3 of 3

AGREED TO AND ACCEPTED BY

BY:

Margaret Peacock
MARGARET PEACOCK

PINE MOUNTAIN OIL AND GAS, INC.

BY:

Phil Horn
PHIL HORN
DISTRICT LANDMANSTATE OF IndianaCOUNTY OF Madison, to-wit

I, Misty Rector, a Notary Public in and for the State and County aforesaid, do hereby certify Margaret Peacock, whose name is signed to the writing hereto annexed, have this day acknowledged the same before me, in said County and State.

Given under my hand and notarial seal this the 7th day of August, 2007.

My commission expires

5/4/08Misty Rector
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON, to-wit:

MISTY RECTOR
Notary Public, State of Indiana
Henry County
My Commission Expires 5/4/08

I, Aaron A. Anderson, a Notary Public in and for the State and County aforesaid, do hereby certify that Phil Horn, District Landman for Pine Mountain Oil and Gas, Inc., whose name as such is signed to the writing hereto annexed, bearing date the 4th day of June, 2007, has this day, before me, in my said County acknowledged the said writing on behalf of said corporation.

Given under my hand and notarial seal this the 4th day of June, 2007.

My commission expires 3/31/2011.

Aaron A. Anderson
Notary Public

**PINE MOUNTAIN
Oil and Gas, Inc.**

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



July 16, 2007

Ms. Nikki Atkison
EQUITABLE PRODUCTION COMPANY
225 North Shore Drive
Pittsburgh, PA 15212

RE: Permanent Split of Royalty
VC-504637 and any future CBM Wells
James O. Smith et al 4-Acre Lease
Dickenson County, Virginia

Dear Ms. Atkison:

I enclose a copy of a letter dated June 4, 2007, between Pine Mountain Oil and Gas, Inc., and Barbara Smith, wherein the parties have agreed to a 75%/25% permanent split of escrowed royalty and all future royalty from the above well and any other CBM wells that include a portion of the 4-acre lease. Please release the escrowed royalty to Barbara Smith and Pine Mountain Oil and Gas, Inc., and begin making all future payments to the parties pursuant to their agreement.

By copy of this letter, I am notifying Barbara Smith of Pine Mountain's action on this matter. ~~If you have any questions or comments, please do not hesitate to contact me~~ by phone at (276) 619-2583 or by e-mail at phorn@gl-energy.com.

Sincerely,

PINE MOUNTAIN OIL & GAS, INC.

Phil Horn
District Landman

Enclosure

cc: Barbara Smith

BCC: D. Louthan
Wanda (original)

PINE MOUNTAIN Oil and Gas, Inc.

406 W. Main Street
P.O. Box 2136
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



June 4, 2007

Barbara Smith
2034 Chelsea Lane
Traverse City, MI 49684

Re: Permanent Split of CBM Royalty
VC-504637 Well
Dickenson County, Virginia

Dear Mrs. Smith:

As you are aware, Equitable Production Company ("EPC"), has drilled the referenced coalbed methane gas wells on a tracts of land (the "Property" or "Subject Tract") in which Pine Mountain Oil and Gas, Inc. ("PMOG") owns the coalbed methane gas through its deed from the former coal owner underlying the Property and you own an undivided interest in the gas. The above has created conflicting claims as to the ownership of the coalbed methane gas on the Subject Tract between ("PMOG"), as the owner of the coalbed methane gas through its deed from the former coal owner, and you, as the owner of an undivided interest in the gas. Plats indicating the location of the wells within the operating units are enclosed for your reference.

Due to our conflicting interests in the Subject Tract, EPC, as operator of the unit, has placed all royalty proceeds attributable to our conflicting interests into an escrow account. These royalty proceeds will remain in the escrow account until either a final legal determination of our conflicting claims to the coalbed methane gas is made or we reach an agreement on the division of the royalty proceeds. The most economical and expedient way to secure a release of the escrowed funds is for us to enter into an agreement which sets forth how the funds are to be distributed. Accordingly, in order to avoid the expense and time required to resolve the ownership question through the courts, PMOG proposes resolving this matter by the agreement described below. Such an agreement will allow us to request distribution of the proceeds presently held in the escrow account and direct payment of all future proceeds.

PMOG proposes that you receive disbursement of 75% of the proceeds held in the escrow account on the above-mentioned wells and that PMOG receive disbursement of 25% of the proceeds held in the escrow account on the above-mentioned wells. PMOG proposes the same percentage division for all future production payments which may accrue to our conflicting interests from the above-mentioned wells. PMOG will, at its sole expense, pursue the administrative process required to secure release of the proceeds held in the escrow account and will absorb all future costs of administering this letter agreement. None of these expenses and costs will be deducted from your 75% of the royalty proceeds. It is also agreed that the royalty from any future coalbed methane gas

June 4, 2007

Page 2 of 3

wells drilled upon the subject tract or upon other lands in which the subject tract is pooled therewith will be permanently split in the same 75%/25% proportion.

If this division of proceeds is agreeable with you, PMOG will diligently pursue the administrative processes required to secure release of the proceeds in the escrow account to you and PMOG. You will be provided with copies of the correspondence to EPC, requesting distribution of the escrowed funds as well as the directive to EPC to pay all future royalties and other benefits attributable to our conflicting interests in the same 75% / 25% proportion.

This letter agreement effects a permanent division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned wells and future wells which is binding upon you, your heirs and assigns and PMOG and its successors and assigns. By entering into this agreement, the parties agree to refrain from making any claim or bringing any suit against the other party attacking the other party's coalbed methane interests set forth in this letter agreement. It is expressly agreed by the parties hereto that the division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well shall remain subject to this letter agreement, regardless of any subsequent judicial determination of ownership of coalbed methane in the Commonwealth of Virginia. Provided, however, nothing contained in this letter agreement shall change or alter the parties' common law rights and liabilities or the legal title to their respective coal and gas estates.

By entering into this letter agreement, you confirm that you are the current record title owner of an undivided interest in the gas estate underlying the tract attributed to James O. Smith, et al. on the enclosed plats. If you are not the current gas owner, please notify us immediately.

By accepting the terms and conditions of this letter agreement, you are directing EPC to disburse royalties in accordance with this agreement. It is understood and agreed that no other terms or conditions of your lease with EPC are affected by this letter agreement.

Please evidence your agreement to these terms by signing this letter agreement on the line indicated below and returning this letter agreement to PMOG in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to call me at 276-619-2583.

Sincerely,

PINE MOUNTAIN OIL AND GAS, INC.



Phil Horn
District Landman

Enclosures

June 4, 2007

Page 3 of 3

AGREED TO AND ACCEPTED BY

BY: Barbara Smith
BARBARA SMITH

PINE MOUNTAIN OIL AND GAS, INC.

BY: Phil Horn
PHIL HORN
DISTRICT LANDMAN

STATE OF Michigan

COUNTY OF Grand Traverse, to-wit:

I, Kathy Seekins, a Notary Public in and for the State and County aforesaid, do hereby certify Barbara Smith, whose name is signed to the writing hereto annexed, have this day acknowledged the same before me, in said County and State.

Given under my hand and notarial seal this the 27th day of June, 2007.

My commission expires 8-25-11

Kathy Seekins
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON, to-wit:

I, Aaron A Anderson, a Notary Public in and for the State and County aforesaid, do hereby certify that Phil Horn, District Landman for Pine Mountain Oil and Gas, Inc., whose name as such is signed to the writing hereto annexed, bearing date the 4th day of June, 2007, has this day, before me, in my said County acknowledged the said writing on behalf of said corporation.

Given under my hand and notarial seal this the 4th day of June, 2007.

My commission expires 3/31/2011.

Aaron A Anderson
Notary Public

EX 462PG 116

PINE MOUNTAIN
Oil and Gas, Inc.

P.O. Box 2136
406 W. Main Street
Abingdon, Virginia 24212
Phone: (276) 628-9001
Fax: (276) 628-7246



January 23, 2007

Mrs. Clara R. Smith, Executrix of the Estate of James Olive Smith
241 Springbeauty Street Northwest
Roanoke, Virginia 24012

Re: Permanent Split of CBM Royalty
VC-504637 Well
Dickenson County, Virginia

Dear Mrs. Smith:

As you are aware, Equitable Production Company ("EPC"), has drilled the referenced coalbed methane gas wells on a tracts of land (the "Property" or "Subject Tract") in which Pine Mountain Oil and Gas, Inc. ("PMOG") owns the coalbed methane gas through its deed from the former coal owner underlying the Property and you own an undivided interest in the gas. The above has created conflicting claims as to the ownership of the coalbed methane gas on the Subject Tract between ("PMOG"), as the owner of the coalbed methane gas through its deed from the former coal owner, and you, as the owner of an undivided interest in the gas. Plats indicating the location of the wells within the operating units are enclosed for your reference.

Due to our conflicting interests in the Subject Tract, EPC, as operator of the unit, has placed all royalty proceeds attributable to our conflicting interests into an escrow account. These royalty proceeds will remain in the escrow account until either a final legal determination of our conflicting claims to the coalbed methane gas is made or we reach an agreement on the division of the royalty proceeds. The most economical and expedient way to secure a release of the escrowed funds is for us to enter into an agreement which sets forth how the funds are to be distributed. Accordingly, in order to avoid the expense and time required to resolve the ownership question through the courts, PMOG proposes resolving this matter by the agreement described below. Such an agreement will allow us to request distribution of the proceeds presently held in the escrow account and direct payment of all future proceeds.

PMOG proposes that you receive disbursement of 75% of the proceeds held in the escrow account on the above-mentioned wells and that PMOG receive disbursement of 25% of the proceeds held in the escrow account on the above-mentioned wells. PMOG proposes the same percentage division for all future production payments which may accrue to our conflicting interests from the above-mentioned wells. PMOG will, at its sole expense, pursue the administrative process required to secure release of the proceeds held in the escrow account and will absorb all future costs of administering this letter agreement. None of these expenses and costs will be deducted from your 75% of the royalty proceeds. It is also agreed that the royalty from any future coalbed methane gas

EX. A

wells drilled upon the subject tract or upon other lands in which the subject tract is pooled therewith will be permanently split in the same 75%/25% proportion.

If this division of proceeds is agreeable with you, PMOG will diligently pursue the administrative processes required to secure release of the proceeds in the escrow account to you and PMOG. You will be provided with copies of the correspondence to EPC, requesting distribution of the escrowed funds as well as the directive to EPC to pay all future royalties and other benefits attributable to our conflicting interests in the same 75% / 25% proportion.

This letter agreement effects a permanent division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned wells and future wells which is binding upon you, your heirs and assigns and PMOG and its successors and assigns. By entering into this agreement, the parties agree to refrain from making any claim or bringing any suit against the other party attacking the other party's coalbed methane interests set forth in this letter agreement. It is expressly agreed by the parties hereto that the division of the accrued, suspended or escrowed royalty payments and all future royalty payments on the above-mentioned well shall remain subject to this letter agreement, regardless of any subsequent judicial determination of ownership of coalbed methane in the Commonwealth of Virginia. Provided, however, nothing contained in this letter agreement shall change or alter the parties' common law rights and liabilities or the legal title to their respective coal and gas estates.

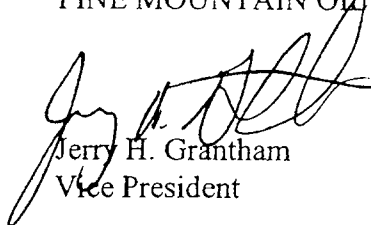
By entering into this letter agreement, you confirm that you are the current record title owner of an undivided interest in the gas estate underlying the tract attributed to James O. Smith, et al. on the enclosed plats. If you are not the current gas owner, please notify us immediately.

By accepting the terms and conditions of this letter agreement, you are directing EPC to disburse royalties in accordance with this agreement. It is understood and agreed that no other terms or conditions of your lease with EPC are affected by this letter agreement.

Please evidence your agreement to these terms by signing this letter agreement on the line indicated below and returning this letter agreement to PMOG in the enclosed self-addressed, stamped envelope. If you have any questions, please do not hesitate to call Phil Horn at 276-619-2583.

Sincerely,

PINE MOUNTAIN OIL AND GAS, INC.



Jerry H. Grantham
Vice President

Enclosures

AGREED TO AND ACCEPTED BY

BY: Clara R. Smith

CLARA R. SMITH, EXECUTRIX OF THE ESTATE OF JAMES OLIVE SMITH

PINE MOUNTAIN OIL AND GAS, INC.

BY: Jerry H. Grantham

JERRY H. GRANTHAM
VICE PRESIDENT

STATE OF VIRGINIA

COUNTY OF Roanoke, to-wit:

I, Gloria Clayton, a Notary Public in and for the State and County aforesaid, do hereby certify Clara R. Smith, Executrix of the Estate of James Olive Smith, whose name is signed to the writing hereto annexed, have this day acknowledged the same before me, in said County and State.

Given under my hand and notarial seal this the 2 day of Feb, 2007.

My commission expires 4/30/2010.

Gloria Clayton
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON, to-wit:

I, Philip Horn, a Notary Public in and for the State and County aforesaid, do hereby certify that Jerry H. Grantham, Vice President of Pine Mountain Oil and Gas, Inc., whose name as such is signed to the writing hereto annexed, bearing date the 23rd day of January, 2007, has this day, before me, in my said County acknowledged the said writing on behalf of said corporation.

Given under my hand and notarial seal this the 26th day of January, 2007.

My commission expires 1/31/07.

Philip Horn
Notary Public

**VGOB 01/10/16-0968
504637**

TRACT	Owner Name and Address	Split %	Owner Net Interest	Total Net Escrowed Interest	Total Amount in Escrow 7/31/07	Owner % in Escrow	Owner's Amount in Escrow 7/31/07
4	Margaret Peacock 2410 South 300 East Anderson, IN 46011	75%	0.00238125	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	2.98542548%	\$ 896.91 \$ 896.91
4	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart PO Box 5100 Lebanon, VA 24266	25%	0.00079375	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	0.99514183%	\$ 298.97 \$ 298.97
4	William E Smith and Barbara Smith 4208 Roundhill Road Anderson, IN 46016	75%	0.00238125	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	2.98542548%	\$ 896.91 \$ 896.91
4	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart PO Box 5100 Lebanon, VA 24266	25%	0.00079375	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	0.99514183%	\$ 298.97 \$ 298.97
4	Wilda Ann Smith 13225 Dalafield Avenue Hawthorne, CA 90250	75%	0.00238125	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	2.98542548%	\$ 896.91 \$ 896.91
4	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart PO Box 5100 Lebanon, VA 24266	25%	0.00079375	0.07976250	Bank Total - \$30042.99 Equitable Amount - \$30042.99	0.99514183%	\$ 298.97 \$ 298.97

EXHIBIT E
VC-504637
VGOB 01/10/16-0968

Gas Estate

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>	<u>NET REVENUE INTEREST</u>
1	Hulah Bentley, Single 13840 N. Desert Harbor Dr. Apt 131 Peoria, AZ 85381-3501	Leased-EPC 242429L01	11.68875000%	6.8700	0.01461094 RI
	John Greever and Margaret Greever, H/W PO Box 413 Orcas, WA 98280	Leased-EPC 242429L01	11.68875000%	6.8700	0.01461094 RI
	Jean Lui Phipps PO Box 1006 Wise, VA 24293	Leased-EPC 242429L02	7.79250000%	4.5800	0.00974062 RI
2	Albert Curtis Adkins & Eva Mae Adkins HC05 Box 662 Coeburn, VA 24230	Leased-EPC 241882L	0.12000000%	0.0700	0.00015000 RI
3	Charles Gose Dickenson, Jr PO Box 691 Castlewood, VA 24224	Leased-EPC 244746L	23.16000000%	13.6100	0.02895000 RI
4	Michael Greene and Wendy Green, H/W 1204 Foxfire Drive Greensboro, NC 27410	Unleased	1.07500000%	0.6316	0.00134375 RI
6	Ralph & Jimmie Stanley Route HC 05 Box 576 Coeburn, VA 24230	Leased-EPC 242166L	2.91000000%	1.7100	0.00363750 RI

Coal Estate

1	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	31.17000000%	18.3200	0.03896250 RI
2	Pittston Company c/o Pine Mountain Oil & Gas	Leased-EPC 244792L	0.12000000%	0.0700	0.00015000 RI

Attn: Richard M. Brillhart
PO Box 5100
Lebanon, VA 24266

TC-154

3	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	23.16000000%	13.6100	0.02895000 RI
4	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	6.45000000%	3.7900	0.00806250 RI
6	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	2.91000000%	1.7100	0.00363750 RI

INSTRUMENT #0900000141
RECORDED IN THE CLERK'S OFFICE OF
DICKENSON ON
JANUARY 26, 2009 AT 10:50AM

RICHARD W. EDWARDS, CLERK
RECORDED BY: TLC

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, 01-26, 20 09 This deed was this day
presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 10:50 o'clock A.M., after payment of
\$ 0 tax imposed by Sec. 58.1-802.

Original returned this date to: Amme

TESTE: RICHARD EDWARDS, CLERK
BY: [Signature] D. CLERK

OK 462PG 101

Attn: Richard M. Brillhart
PO Box 5100
Lebanon, VA 24266

TC-154

3	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	23.16000000%	13.6100	0.02895000 RI
4	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	6.45000000%	3.7900	0.00806250 RI
6	Pittston Company c/o Pine Mountain Oil & Gas Attn: Richard M. Brillhart PO Box 5100 Lebanon, VA 24266	Leased-EPC 244792L TC-154	2.91000000%	1.7100	0.00363750 RI

INSTRUMENT ACKNOWLEDGMENT
RETURNED IN THE CLERK'S OFFICE OF
DICKENSON COUNTY
JANUARY 23, 2009 AT 10:50AM
RICHARD W. EDWARDS, CLERK
RETURNED BY MAIL

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, 01-26, 2009. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 10:50 o'clock AM, after payment of \$ 0 tax imposed by Sec. 58.1-802.

Original returned this date to: PMME

TESTE: RICHARD EDWARDS, CLERK
BY: [Signature] D. CLERK

Davis, Diane

From: Davis, Diane
Sent: Monday, February 02, 2009 5:05 PM
To: Jim Kaiser (jeklaw@chartertn.net); Nichole Atkison (natkison@eqt.com)
Cc: Asbury, David
Subject: Re docket 0968-02 (just the 02 thus far)

Checks are being issued tomorrow for Tract 4
Margaret Peacock, Barbara Smith, Wilda Smith & Clara Smith for \$521.62
Range will get four checks total \$173.87 each for the 25% split for each of the above.

Please make certain no further funds are deposited for these parties into the Board's escrow account.

Orders have been mailed out to Mr. Kaiser and Ms. Atkison.

Thank you
Diane
diane.davis@dmme.virginia.gov